

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING		PAGE 1	OF PAGES 41
2. CONTRACT NO.		3. SOLICITATION NO. DTFAWN-11-R-00111		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		5. DATE ISSUED 5/2/2011	
6. REQUISITION/PURCHASE NO..		7. ISSUED BY: FAA Northwest Mountain Region ANM-52 1601 Lind Ave SW Renton, WA 98057					
8. ADDRESS OFFER TO (If other than Block 7)							

SOLICITATION

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in See Section L until 12:00 pm local time 5/12/2011
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:		A. NAME PAT VIKESLAND	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425-227-2863
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11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within ___ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN SEE SECTION G ACCOUNTING DIVISION, AWP 28		ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B001. FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, INSURANCE, NOTIFICATIONS, LICENSES, PERMITS, FEES AND SUPERVISION NECESSARY FOR **DESIGN, FABRICATION AND DELIVERY OF EQUIPMENT BUILDING FOR PROVO, UT** IN ACCORDANCE WITH ALL CONTRACT CLAUSES AND SPECIFICATIONS.

<u>Contract Line Item</u>	<u>Description</u>	<u>UOM</u>	<u>Quantity</u>	<u>Total Price</u>
001	Design & Fabrication of (20' X 22') Equipment Building	EA	1	\$ _____
003	Shipping	EA	1	\$ _____
004	Off-Loading, and Final Set-up	EA	1	\$ _____
TOTAL				\$ _____

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.

B002. INSURANCE REQUIREMENTS: Worker's compensation and employer's liability.

- Employer's liability coverage of at least \$100,000.00 shall be required.
- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
- Automobile liability coverage of at least \$200,000.00 per person and \$500,000 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage

B003. AVAILABILITY OF FUNDS: Funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. The Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer, and no contract may be awarded until funds are available.

B004. SOLICITATION QUESTIONS: All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request in writing at least five (5) calendar day prior to the date for receipt of proposals to the Federal Aviation Administration, Attn: Pat Workman, ANM-52, 1601 Lind Avenue S.W., Renton WA 98057 or FAX (425) 227-1055. Telephone questions **will not** be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

B005. 100% SMALL BUSINESS SET ASIDE. This requirement is 100% Set-aside for small business concerns. Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. The applicable North American Industry Classification System (NAICS) code for this project is 332311. The Small Business Administration Size Standard for this NAICS Code is 500 employees.

PART I - SECTION C
SCOPE OF WORK

FABRICATION AND INSTALLATION OF EQUIPMENT SHELTER
AT THE
PROVO AIR PORT
PROVO, UTAH

JCN: April 29, 2011

PART 1 GENERAL

The Federal Aviation Administration (FAA) shall add a new equipment building adjacent to the existing ATCT. This provides an enclosure for the racks associated with the establishment of a STARS remote ATCT at Provo. It will house the 3 electronic racks from the ATCT.

The ATCT is owned by the City of Provo and the new and the existing ATCT structures are located on Provo Air Terminal property, Utah.

1.1 STATEMENT OF WORK

Design the building foundation based on the government furnished Geotechnical evaluation and shelter manufacturer's recommendations that is attached with this scope document. Fabricate the equipment shelter and install mechanical and electrical equipment as detailed on the accompanying scope drawing. Coordinate delivery and installation of this government provided shelter. Coordinate resumption of primary electrical service.

THIS IS A DESIGN/BUILD PROJECT. THE ATTACHED DRAWINGS. ARE PROVIDED TO GIVE THE CONTRACTOR, A CONCEPTUAL IDEA OF THE TYPE OF EQUIPMENT SHELTER REQUIRED. THE CONTRACTOR IS ENCOURAGED TO PROVIDE A NEW AND UNIQUE PROPOSAL THAT WOULD BEST BENEFIT THE FAA.

1.2 REFERENCES

FAA-C-1217f	Electrical Work, Interior
FAA-STD-019e	Lightning Protection, Grounding, Bonding, and Shielding.
NEC	2008 National Electric Code
IBC	INTERNATIONAL BUILDING CODE 2006

1.3 DRAWINGS

PVU-B-RTR-A001	Building Layout (conceptual) including electrical one line diagram.
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This associated scope drawing is provided to show a general configuration and minimum requirements. The contractor is encouraged to submit on improvements and enhancements to the standard drawings.

1.4 DESIGN AND FABRICATION

Salient Features and minimum requirements:

Shelter shall be steel, factory assembled, self-contained and portable. All necessary material not otherwise indicated to be by the Government furnished, shall be provided by the shelter manufacturing contractor.

All electrical and grounding work shall be in compliance with the FAA Specification FAA-C-1217f, FAA Standard FAA-STD-019E and the National Electric Code.

1.5 DESIGN CRITERIA

1. Shelter building shall be designed a fabricated to prevent entry of rain, snow, wind blown dust, rodents and moisture. Louvers shall be tight sealed when closed.
2. Design and Fabrication of one 22' x 20' (overall plan dimensions) exterior metal shelter to accommodate the nine electronic racks and associated mechanical and electrical equipment necessary for the facility operation.
3. Design of the Shelter foundation, based on foundation report R B& G Engineering.
4. Delivery of the building to the sites and off-loading the building at the sites.

Note: All fabrication, equipment installation, and initial testing shall be done indoors at the contractor's shop. The contractor shall allow open access to the FAA while fabrication and equipment installation is taking place.

The contractor is required to furnish all labor, materials (except Government furnished), services, equipment, insurance, bonds, security notifications, licenses, permits, and fees in accordance with applicable federal, state and local regulatory requirements to complete the specified work. Any miscellaneous labor, equipment and/or materials not specifically detailed or specified, but required to complete the project, shall be provided as an integral part of the work.

THE SALIENT FEATURES LISTED BELOW ARE MINIMUM REQUIREMENTS. THE ATTACHED DRAWINGS ARE PROVIDED TO GIVE THE CONTRACTOR A CONCEPTUAL IDEA OF THE FAA SHELTER REQUIREMENTS. THE CONTRACTOR IS ENCOURAGED TO PROVIDE A NEW AND UNIQUE PROPOSAL THAT WOULD BEST BENEFIT THE FAA.

1.6 SUBMITTALS

1.6.1 Building Design Drawings

Text documents shall be provided in hardcopy and in portable document MS Word (*.doc) or (*.pdf) format. Building design drawings shall be provided in hardcopy and electronically in MicroStation Version 8 format (*.dgn). Drawings must comply with FAA drawing standard FAA-STD-002f. The sheet size for all drawings must be ANSI-D (22" x 34"), and each drawing must incorporate the FAA title block that will be provided.

- Shop Drawings: Show application to project. Furnish setting drawings and templates for installation of bolts and anchors in other Work. Indicate shop and field welds by standard AWS welding symbols in accordance with AWS A2.4.
- Product Data: Catalog sheets, specifications, and installation instructions for each fabricated item specified, except submit data for fasteners only when directed.

1.6.2 MATERIAL

The contractor shall submit catalog data, cut-sheets, samples, and any other required information to the FAA Project Engineer for approval of the following:

1. Contractor furnished electrical components including enclosures, cables, connectors, and conduits.
2. HVAC components.
3. Contractor furnished hardware.
4. Labels.
5. Misc. furnishings including shelves, cabinets, desk, chairs, carts, etc.
6. Additional items deemed necessary by the Project Engineer.

1.7 DESIGN AND FABRICATION

Salient Features (minimum requirements)

Building shall be steel, factory assembled, self-contained, and portable. All necessary material not otherwise indicated to be Government furnished, shall be provided by the shelter manufacturer. Contractor furnished material shall be integrated with the Government furnished material and made totally operational.

All electrical work shall be in compliance with FAA Specification FAA-C-1217f, FAA Standard FAA-STD-019e, and the 2008 National Electric Code.

Structural:

1. Dimensions: 20' wide x 22' long (exterior dimensions) x 10'-10" outside height.

2. Loadings: 150 psf floor, 25 psf roof (live load), 125 mph sustained wind.
3. Exterior walls shall be 12-gauge paint quality steel. Interior walls shall accommodate a uniform vertical load of 400 lbs. per linear ft and be finished with 3/4" Fire Rated Plywood (A-D-INT-APA) painted. Ceiling shall be finished with 5/8" painted plywood, Veneer Grade B or better.
4. Insulation: -
 LTTR* R-Value 25.0 for Roof;
 LTTR* R-Value 18.5 for walls and floor.
 * Long Term Thermal Resistance values provide a 15 year time-weighted average in accordance with CAN/ULC-S770.
5. Roof: Waterproofed as approved by the FAA prior to application.
6. Floor beams shall be hot dipped galvanized, or as approved.
7. The building shall be designed and fabricated to prevent the entry of rain, snow, and other moisture.
8. Approximate total weight of finished building (with equip) = 25,000 lbs.
9. The roof slope shall be 1/2 " per foot.
10. Roof gutters and downspouts shall be attached to the roof to allow proper drainage

PART 2 PRODUCTS

Reference herein or in the drawings to any specific commercial product, process, or service, any trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the Federal Aviation Administration. The contractor may submit a request for substitution of a product, process, or service specifically called out. Such request shall be through the submittal process.

2.1. INVENTORY AND INSPECTION OF GFM

The contractor shall sign a copy of the Government furnished material (GFM) list acknowledging receipt of the furnished material, noting any discrepancies if necessary. When the contractor signs for custody, he acknowledges receipt in good condition and assumes responsibility for any subsequent loss or damage. Material that is not installed in the building (such as the lamp heads) shall be delivered with the building.

2.2 GOVERNMENT FURNISHED MATERIAL

"GEOTECHNICAL ENGINEERING REPORT"

Proposed remote electronic equipment shelter, Provo Airport, Provo, Utah

Prepared by RB &G ENGINEERING, INC.

2.3 CONTRACTOR FURNISHED MATERIAL

The contractor shall furnish all material that is required and not otherwise indicated to be Government furnished. Materials furnished by the contractor shall be new, the standard products of manufacturers regularly engaged in the production of such materials, and of the manufacturer's latest designs that comply with the specification requirements.

2.4 MATERIALS

2.4.1 PAINT REQUIREMENTS

1. Exterior: Sherwin-Williams Bronze (SW4007, flat), as approved. 3 mil epoxy primer and 15 mil electrometric liquid coating.
2. Interior Walls: Sherwin Williams Olympus White (SW 6253, flat), as approved. Interior primer and latex semi-gloss with light textured finish.
3. Interior side of external doors and interior door trim: ANSI 70 Gray, as approved.
4. Piping: Gray color for exterior vents, as approved. Epoxy metal primer with aliphatic urethane coating.

2.4.2 DOORS

1. The exterior double doors and door frames shall conform to Level III, extra heavy-duty, Style 3, in accordance with SDI Standards.
2. The exterior double doors shall be 1 ¾ inch thick, full flush, seamless.
3. The exterior double shall have minimum width of 72 inches and a height of 84 inches.
4. The Exterior doors shall have a 12" high kick plate, as approved. Doors shall have automatic door closures (with provisions for doors to be held open).
5. Provide a door canopy (with sealed drip edge) over each door, as approved.

2.4.3 FINISH HARDWARE

1. Butt Hinges: Hinges shall conform to ANSI A 156.1 and ANSI A156.7 (with non-removable pins). Grade 1, Full mortise, Extra Heavy Weight, 3 Knuckle, US26D Finish (not a stainless steel hinge). Provide four hinges per door.
2. Lockset: Heavy Duty Cylindrical Lock, 93K-7AB15-L-S3-626, manufactured by Best lock Corporation (no substitutes will be accepted). Provide four (4) construction core master keys and one (1) construction core control key. Final keying to be completed by Government at the site.
3. Flush bolts and strike: Conform to FF-H-111, Type 1045 and Type 1048 respectively.

2.4.4 STAIRS AND CANOPY AWNING

Stairs shall be 8' wide in front of the Equipment Room entrance. Canopies shall be at least as wide as the stairs. Individual stair treads shall be 12" deep and have a 7.25" rise. Total height of the stairs shall accommodate the building placed on a foundation that is at near grade.

2.4.5 ELECTRICAL PANELS AND DISCONNECT SWITCHES

The list of contractor furnished material includes, but is not limited to:

1. Main Disconnect, spare fuses, and Surge Arrester.
2. 200A Disconnect Switch and spare fuses.
3. Building Distribution Panel and Surge Arrester.
4. Terminal Box.
5. Power, control, and grounding cable.
6. Air terminals and down conductors.
7. Ground plates.
8. Electrical fittings, conduits, and components.
9. HVAC components and controls.
10. Labels for electrical components.

Note: - All disconnect switches shall be Square D, heavy duty or equal. Provide spare fuses for all disconnect switches.

2.4.6 TRANSIENT VOLTAGE AND SURGE SUPPRESSION

1. Provide and install Surge Protection for the Service Entrance Disconnect and the RTR Equipment Room distribution panel.
2. Facility surge protective device for the main service disconnect shall be LPC #20206-7.
3. Surge protective device for the facility equipment room distribution panel shall be LPC #2020-5U-G

2.4.7 MISCELLANEOUS FURNISHINGS

Provide and install miscellaneous furnishings, as approved. Items include (but are not limited to):

1. 12 ft wide shelving (braced to wall), 3 each (Grainger #7E510).
2. Heavy duty Safety Storage Cabinet for the Office Room (Grainger #6YG11 & #2W427).
3. 72" w x 30" d Work Bench for Office Room:
 - 3 Drawer/1 Panel Leg, with Butcher Block Maple (Grainger #7D080).
 - Electronic Riser (Grainger #5W675).
 - Back & End Stops (Grainger #5W677).
 - Electronic Riser Wiring Kit (Grainger #4TW73).

- Chair for Work Desk, as approved.

4. Two each, drafting style chairs for the facility.. Grainger #4KH38.
5. Exterior Lights, 3 each, 70W High Pressure Sodium (Grainger #5MM59).
6. Interior Emergency Lights, 3 each (Grainger #4PH07)
7. Fire extinguisher, 3 each (Grainger #4T889).
8. Heavy Duty Service Cart (Grainger #5M716).
9. Step stool (Grainger #5M656).
10. Emergency Eyewash Station (Grainger #1KW78).
11. Angle Broom (Grainger 3BE88).
12. Metal Dust Pan (Grainger #5W639).
13. 28 1/8 qt Polyethylene Wastebasket (Grainger #5W001).
14. Disposable Wipes (Grainger #2TU43).
15. Bottle (32 oz) each of Commercial Grade Windex® and 409®.
16. 12/24 hour clock, Sportys #8399-1A (available at www.sportys.com).
17. Spare floor tiles, at least 12 each, as approved.
18. Extra touch up paint (with mixing instructions if applicable) and 4 each small mixing containers, stir sticks, and 4 each touch up paint brushes (1"), as approved.
19. Provide and install a two-line phone.
20. Provide and install a 10 lb fire extinguisher in each room. Grainger #5T901, as approved.
21. Provide non-conductive switchboard matting for the RTR Equipment room (30,000 volts/AC RMS dielectric strength). Grainger #5T435, as approved.
22. Provide and install two hinged cover cable junction boxes NEMA 4X (Manufactured by Hoffman or equal) on the exterior of building.
23. Install "FAA Warning" signs on the outside the exterior door as approved. The "FAA Warning" sign will be government furnished.
24. Provide identification for all panel boards, safety switches, enclosures, and junction box's, etc., per FAA-C-1217f, and as approved. Name plates shall be black with white 3/8" high engraved letters.
25. Provide identification signs on the building doors as approved.

PART 3 EXECUTION

3.1 ELECTRICAL BONDING AND GROUNDING:

1. Run grounding electrode conductors from the Service Entrance Disconnect, and all electronic equipment cabinets to wall penetrations as approved. Leave at least 20' of slack at the walls (to be connected to the shelter counterpoise by the field contractor).
2. Provide and install a "MAIN" ground plate in the equipment building and a "SUPPLEMENTAL MAIN" ground plate on the opposite end of the Equipment room. The two main ground plates shall be interconnected by a #4/0 insulated conductor marked green with an orange tracer. Secure conductors to the wall using Unistrut one hole clamps (Unistrut P2010, or as approved) on sections of P4000 Unistrut as approved. Connections to the ground plates shall be made with stainless steel bolts, flat washers, disc spring washers, and nuts (do not install washer between bonded members). For the Main and Supplemental Main ground plates, supply a 20ft long 500 kcmil cable with a two stud hole type compression lug, as approved.
3. Provide and install rooftop Halo Ring, air terminals, and four down conductors (per FAA-STD-019e). Leave at least 10 feet of down conductor slack at the ends (to be connected to the shelter EES by the field contractor).
4. Provide and install ground lugs (to accommodate #4/0) on shelter skids at all four corners.

3.2 LIGHTING

1. Interior fluorescent lighting shall be ceiling mounted and have wire guard diffusers and wraparound acrylic lenses, as approved. They shall be mounted a minimum of 9'-0" AFF. The fluorescent lights shall be installed parallel to, but not over the cable trays.
2. Additional emergency lighting shall be provided (90 minute backup). Grainger #4PH07.
3. Provide one photo electric controlled 35W 120V exterior high-pressure sodium light (with an override switch labeled "Exterior Light Photocell - ON/OFF") shall be installed at the exterior door, and on the other building faces where there are no doors.

3.3 RECEPTACLES, SWITCHES AND JUNCTION BOXES

Provide and install all necessary outlets (electrical and telephone), receptacles, switches, junction boxes, terminal boxes, smoke detectors, and door alarms (intrusion switch's), as required. Use clamp backs to provide space between the conduits and the mounting surfaces (walls). Provide an exterior GFI outlet w/ weatherproof lockable enclosure (Hoffman #A-8R86HCR) on each side of the building as approved. The bottom of each GFI enclosure shall have a 2" sealable opening, as approved.

3.4 CABLE TRAY

Interior Cable Tray shall be mounted on a Trapeze support a minimum of 7'-6" above finished floor level. The tray shall be Aluminum tray, 12" wide with a 9" rung spacing and 3 inch high side rail. The trapeze supports

shall be installed at a spacing of 10'- 0" on center wide enough for the tray and two 4" wire ways. One wire way will contain AC Circuits and the other shall contain DC circuits. The cable tray supports shall provide seismic support for the trays and wire ways to the walls of the building.

3.5 HEATING AND AIR CONDITIONING /HVAC

1. Provide and install two each self contained, single heat/air units with 3 ton air conditioning, Units shall have scroll compressors.
2. The thermostat for HVAC control shall be part of this ventilation control panel.
3. 5 kW heating and integrated thermostat.

3.6 INSTALLATION OF ELECTRICAL WIRING

The contractor shall complete the wiring for the equipment per the standard drawings and/or the equipment manufacturer's instruction manual. Installed equipment shall be made totally operational.

3.7 DELIVERY AND OFF LOADING OF BUILDING

The contractor shall be totally responsible for the delivery of the buildings to the site at the Provo Airport Utah. This includes the contractor's responsibility for meeting and complying with the Airport's security and access requirements.

The floor of the delivered building shall be covered and protected, as approved.

Any dirt or debris that gets accumulated on the building during delivery shall be cleaned off.

Once at the site, the contractor shall be responsible for off-loading the building and connecting it to the foundation. The building foundation will be constructed by others. All items furnished to the contractor associated with this equipment building, but not installed as part of the shelter (such as lamp heads), shall be shipped with the building to the Airport.

The FAA will provide an escort for the truck and crane delivering the shelter.

Show a separate cost breakdown for shipping.

PART 4 EXECUTION:

4.1 FABRICATION SCHEDULE

Work shall be completed within 120 calendar days of the start date.

4.2 AS-BUILT DRAWINGS

Provide As-built drawings electronic drafting format.

4.3 INSTALLATION AND WORKMANSHIP

All work shall be performed according to the intent of the contract, and normal and accepted industry and Government standards.

The contractor shall be regularly engaged in the fabrication of shelters with existing plant facilities equipped for year around shelter manufacturing.

The contractor shall be capable and experienced in transporting shelters to active airports and remote sites using specialized trucks, trailers and cranes.

All work shall be accomplished by skilled workers regularly engaged in this type of work. Where required by local regulations, the workers shall be properly licensed. Electrical terminations and splices shall be done by a qualified electrician.

The contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the FAA Project Engineer in every way possible. The contractor shall have a competent superintendent on the work site at all times who is fully capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Project Engineer.

4.4 TESTING OF ELECTRICAL POWER CIRCUITS

The contractor shall complete (at his own expense) all testing as required by these specifications. The results shall be submitted to the FAA Project Engineer. Required testing includes, but is not limited to, the following:

1. Ring out and continuity verification to insure proper termination.
2. Cables (see FAA-C-1217f, 5.3.2)
3. Load balancing (see FAA-C-1217f, 5.3.3)
4. Insulation resistance test (see FAA-C-1217f, 5.3.4)
5. Neutral isolation test (see FAA-C-1217f, 5.3.5)

4.5 CONTRACTOR'S ACCEPTANCE INSPECTION

Prior to shipping the building to the site, the contractor shall participate in a Contractor's Acceptance Inspection (CAI) with the FAA Project Engineer, or his representative. Items found to be deficient shall be corrected immediately or as directed.

PART 5 POINT OF CONTACTS:

Project Engineer:
Federal Aviation Administration, AJW-W11A
Hal Snyder
1601 Lind Ave SW
Renton, WA 98057-4056
Telephone: (425) 227-2866
Email: Hal Snyder @faa.gov

Civil Engineer:
Federal Aviation Administration, AJW-W11A
Alan w Smith
1601 Lind Ave SW
Renton, WA 98057-4056
Telephone: (425) 227-2866
Email: alan.w.smith @faa.gov

Electrical Engineer Lead:
Federal Aviation Administration, AJW-W11A
James Deavel
1601 Lind Ave SW
Renton, WA 98057-4056
Telephone: (425) 227-2726
Email: jim.ctr.deavel@faa.gov

Legacy ANM CAEG Lead:
Federal Aviation Administration, AJW-W17
Chuck Schwanke
1601 Lind Ave SW
Renton, WA 98057-4056
Telephone: (425) 227-2374
Email: chuck.schwanke@faa.gov

END OF SECTION

PART I - SECTION D
PACKAGING AND MARKING

Contractor's standard packaging and marking are applicable.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-1	Contractor Inspection Requirements (April 1996)
3.10.4-2	Inspection of Supplies - Fixed Price (November 1997)
3.10.4-16	Responsibility for Supplies (April 1996)

E001. CONTRACTOR ACCEPTANCE INSPECTION (CAI)

Prior to shipping the building to the site, the contractor must participate in a CAI with the FAA Project Engineer, Items found to be deficient must be corrected immediately or as directed by the Contracting Officer.

E002. Guarantee/Warranty

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government owned or controlled real or personal property, when that damage is the result of :

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer, and

(3) Enforce all warranties for the benefit of the Government if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 **Stop-Work Order (October 1996)**
3.11-34 **F.O.B. Destination (April 1999)**

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of Clause)

G001. Correspondence: Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the COTR including transmittal letters. Submittals accompanying transmittal letters to the COTR **SHALL NOT** be forwarded to the Contracting Officer. A copy of all correspondence directed to the Contracting Officer shall be sent to the COTR.

DOT, FEDERAL AVIATION ADMINISTRATION
ACQUISITION MANAGEMENT GROUP – ANM-52
ATTN: PAT VIKESLAND
1601 LIND AVE S.W., SUITE 340
RENTON, WA. 98057-3356

G002. Invoice Submission: The Contractor shall submit certified request for payment(s) to the COTR for verification who will forward to the Contracting Officer.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

No applicable clauses

PART II - SECTION I CONTRACT CLAUSES

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.2.2.3-33	Order of Precedence (February 2009)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.2.8-1	Material Requirement (April 2009)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 2010)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-1	Payments (April 1996)
3.3.1-10	Availability of Funds (April 1996)
3.3.1-17	Prompt Payment (September 2009)
3.3.1-34	Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-12	Insurance (July 1996)
3.6.1-1	Notice of Total Small Business Set-Aside (January 2010)
3.6.2-1	Contract Work Hours and Safety Standards Act-Overtime Compensation (October 2010)
3.6.2-2	Convict Labor (April 1996)
3.6.2-4	Walsh-Healey Public Contracts Act (October 2010)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.3-17	Efficiency in Energy-Using Products (April 2008)
3.6.4-2	Buy American Act - Supplies (July 2010)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.9.1-1	Contract Disputes (September 2009)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-12	Changes - Fixed-Price (April 1996)
3.10.1-12 Alternate IV	Changes - Fixed-Price Alternate IV (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.4-23	Contractor and Subcontractor Compliance with Fastener Act (November 1997)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.11-15	Contractor Responsibility for Loading and Unloading (April 1999)
3.11-17	Charges (April 1999)
3.11-21	Contractor Liability for Personal Injury and/or Property Damage (April 1999)
3.11-27	Contract Not Affected by Oral Agreement (April 1999)
3.13-3	Printing/Copying Double-sided on Recycled Paper (July 2008)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)

- 3.13-11 **Plain Language** (July 2006)
 3.13-13 **Contractor Policy to Ban Text Messaging While Driving** (February 2011)
 3.14-3 **Foreign Nationals as Contractor Employees** (April 2008)

3.2.2.3-37 Notification of Ownership Changes (July 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the Contracting Officer (CO) access to the records on request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and
- (4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

(End of clause)

3.3.1-32 Performance Based Payments (November 2000)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract, and approved requests shall be paid in accordance with the prompt payment period and provisions specified for contract financing payments by that clause. However, if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification, payment is not required, and the prompt payment period shall not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer. The contractor shall credit the proceeds against the cost of performance.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the contractor shall exclude the allocable costs of the property from the costs of contract performance, and repay to the Government any amount of unliquidated payments allocable to the property.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the default provisions of any termination clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be

considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.8.2-22 Substitution or Addition of Personnel (October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) The Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer as soon as possible before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

Provo UT Equipment Building
Reference Drawings.....9 drawings

Phone number: _____

(End of provision)

3.2.2.3-23 Place of Performance (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:
 City:
 State:
 Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(1)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7

Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently

required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-3 Walsh-Healey Public Contracts Act Representation (October 2010)

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

(End of provision)

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

3.6.4-19

Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification.

(February 2011)

(a) Definition.

"Person"?

(1) Means?

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

BUSINESS DECLARATION

1. Name of Firm: _____ Tax Identification No.: _____
2. Address of Firm: _____ Duns No. _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making _____
 b. Telephone Number of Person _____
 c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
☐ e. Other Min _____ ☐ f. Other (Specify) _____
☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
7. Nature of Business (Specify all services/products (NAIC)) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
 a.1. _____ b.1. Gross Receipts _____
 a.2. Year _____ b.2. _____ a.3. _____ b.3. Gross Receipts _____
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. A. Signature _____ b. Date: _____
 c. Typed Name _____ d. Title: _____

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-6	Submittals in the English Language (July 2004)
3.2.2.3-7	Submittals in U.S. Currency (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offer (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (February 2009)
3.2.2.3-19	Contract Award (July 2004)
3.11-6	Financial Statement (April 1999)
3.13-4	Contractor Identification Number - Data Universal Numbering System (DUNS) Number
(April 2006)	

3.2.2.3-5 Descriptive Literature (July 2004)

(a) "Descriptive literature" means information (for example cuts, illustrations, drawings, and brochures) submitted as part of an offer. The FAA (we) may need descriptive literature to evaluate details of the product. These details may be about:

- (1) Design;
- (2) Materials;
- (3) Components;
- (4) Performance characteristics; or
- (5) Methods of manufacture, assembly, construction, or operation.

(b) Descriptive literature includes only information the FAA needs to determine that the offeror (you) will provide technically-acceptable products.

(c) The offeror (you) must mark or highlight the items you are submitting as descriptive literature so we can readily find them in your offer.

(d) The Contracting Officer (CO) may reject offers that fail to submit descriptive literature on time (see the "Late Submissions, Modifications, and Withdrawals of Offers" provision of this SIR) or in which the descriptive literature does not show that the product offered conforms to the SIR requirements.

(e) The CO may waive the SIR requirement for descriptive literature if you indicate in subparagraph (e)(1) below that you supplied a comparable product under an earlier FAA contract and the CO determines that the product meets this SIR's requirements.

(1) You represent that you ☐ have, ☐ have not [check applicable box] supplied a product to us _____ [the CO should designate the contracting office or an alternate activity or office] under an earlier FAA contract that is the same as the product offered under this SIR.

(2) If you checked 'have' in paragraph (e)(1), and seek a waiver of the requirement for descriptive literature, submit the following information as part of your offer:

Earlier contract number _____

Date of earlier contract _____

Contract line item number of product supplied _____

Name and address of government activity
to which you delivered the product _____

Date of final delivery of product _____

(f) You must submit offers on the basis of required descriptive literature or on the basis of a product you supplied previously under paragraph (e). Once you submit an offer on one of these two bases and the deadline for us to receive offers has passed, you may not elect to have your offer considered on the alternative basis. The Government will disregard your request for a waiver under paragraph (e) above if you have submitted the descriptive literature this SIR requires.

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within _____ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a firm fixed price contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible,

to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L001. SUBMISSION OF OFFER

An offeror must submit an offer which must include the following:

1. Cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or a detailed summary of all exceptions taken.
2. Signed SOLICITATION, OFFER, AND AWARD form
3. Part I, Section B, PRICE SCHEDULE
4. Part I, Section B, Contractor's Breakdown
5. Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
6. Part IV, Section K, Business Declaration Form
7. Part IV, Section L, Technical Proposal (See Below).

L002. QUALIFICATIONS

An offeror must meet the following qualifications in order to be eligible for award:

Experience & Past Performance

- a. Successful completion of design/build projects of equal or greater complexity and size within the last five years.
- b. Offeror must be a Manufacturer of Prefabricated of outdoor metal equipment shelters for at least 5 years.

L003. TECHNICAL PROPOSAL

A prospective offeror must submit a complete technical proposal that encompasses, but is not limited to, the content set forth herein. All proposal areas must be fully addressed.

1. Experience & Past Performance

For each project used to demonstrate the offeror meets or exceeds the evaluation criteria, provide at a minimum the following information:

- a. Project title, description, and contract number
- b. Dollar value
- c. Customer names, address, phone number, and contact person
- d. Scope of work performed
- e. Performance period (i.e. dates and number of calendar days)
- f. Any noteworthy technical problems encountered and solution.
- g. Any contractual issues or technical matters disputed and resolution thereof
- h. Any claims and resolution thereof (i.e. nature, number, dollar value)

L004. SOLICITATION QUESTIONS

If you need a clarification or interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted at least seven (7) days prior to the proposal due date. Submit your request to the Federal Aviation Administration, Attn: Pat Vikesland, 1601 Lind Avenue S.W., Renton WA 98057 or pat.vikesland@faa.gov. Telephonic requests will not be accepted. The offer shall provide an address, telephone

and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

L005. SUBMISSION OF PROPOSAL

Mail or hand-carry proposal to:

Federal Aviation Administration
Attn: Pat Vikesland
1601 Lind Ave. S.W.
Renton WA 98057

PROPOSALS ARE DUE NO LATER THAN 12:00 NOON PDT, ON MAY 12, 2011. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

M001. EVALUATION FACTORS FOR AWARD

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and represents the best value to the Government. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. A negative response is required in the event of no experience for a particular area, or for any item that is not applicable. Any omission, partial, or vague responses may lead to the rejection of the offeror's proposal without discussions with offeror. The government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted technical proposal, and which may be related to performance periods beyond the last three (3) years. The Government will award the contract to the lowest priced technically acceptable offer.

M002. CONSIDERATION OF PRICE

The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced technically acceptable offer.